Terms of Service

Promo CoWork and promoconsulting.com

Promo Consulting, LLC | https://promoconsulting.com

Effective date: November 11, 2026 | Last updated: November 24, 2026

1. Agreement

These Terms of Service (these "Terms") govern access to and use of Promo CoWork, the AI agent platform operated by Promo Consulting, LLC ("Promo Consulting," "we," "us" or "our"), including the customer portal, and promoconsulting.com (collectively, the "Service"). These Terms do not govern other services provided separately by Promo Consulting unless the parties expressly agree otherwise in a signed writing. By accepting an invitation, clicking to accept, signing in to or using the Service, the person doing so agrees to these Terms on behalf of the company or other business entity for which the Service is used (the "Customer") and represents that the person has legal authority to bind the Customer. If that person lacks such authority, the person must not accept or use the Service. The Service is offered solely for business use and not to consumers.

These Terms, any order form, beta agreement, data processing addendum or other written agreement signed by both parties, and the policies expressly incorporated by reference constitute the parties' agreement (the "Agreement"). If there is a conflict, the following order of precedence applies: the applicable data processing addendum solely for privacy and data-protection matters; the applicable order form or other written agreement; these Terms; and then the referenced policies. A later-signed document controls over an earlier document of the same priority only to the extent it expressly identifies the provision it overrides.

2. Company information

Promo Consulting, LLC, PO Box 8262, Breckenridge, Colorado, United States. Legal notices: engage@promoconsulting.com

3. The service

Promo CoWork provides AI agents that perform back-office tasks for distribution businesses, including promotional products distributors, such as sorting email, checking orders and vendor documents, processing vendor bills, recording freight, preparing and sending invoices through the Customer's systems, posting customer payments, summarizing activity for accounting, and supporting collections. The agents and features currently available are described at www.promocowork.com and may evolve over time. Agents work only with systems the Customer connects and agents the Customer enables, such as email (Microsoft 365 or Google Workspace), order management and ERP systems (such as Syncore), accounting systems (such as QuickBooks Online), supplier systems (such as PromoStandards endpoints), carriers and merchant feeds. Descriptions, demonstrations and roadmaps are informational and do not create a commitment to deliver a particular feature unless stated in an order form signed by both parties.

Promo CoWork is a business service for companies, available by invitation only. It is not for personal, family or household use.

Beta. Features identified as alpha, beta, preview, pilot, evaluation or similar ("Beta Features") are provided as-is for evaluation, may be incomplete, may change or be withdrawn at any time, and may be subject to additional terms in the Customer's beta agreement. Beta Features are not covered by any service level, support commitment, warranty or indemnity unless expressly stated in a written agreement signed by both parties. Customer uses Beta Features at its own risk and will use them only for business purposes appropriate to their evaluation status.

Availability. We work to keep Promo CoWork available and to give reasonable notice of planned maintenance, but we do not guarantee uninterrupted or error-free service or any specific uptime unless a separate written service-level agreement says otherwise. Availability may depend on internet access, connected systems and third-party services outside our control. We are not responsible for delays, failures or data unavailability caused by the Customer, a connected system, a third-party provider, telecommunications or internet service, or events beyond our reasonable control.

4. Accounts and security

Promo Consulting creates each Customer workspace and invites the Customer's administrator, who invites and manages its users, roles, permissions, connected systems, agents, autonomy settings and approvals. The Customer will designate at least one current administrator, provide accurate account information, authorize only appropriate business users, review access periodically, and promptly remove or disable access that is no longer required. Users must keep credentials confidential, use multi-factor authentication where available or required, not share accounts, and promptly notify Promo Consulting of suspected loss, compromise or unauthorized access. The Customer is responsible for acts and omissions under its accounts, except to the extent caused by Promo Consulting's breach of the Agreement. We maintain industry-standard administrative, technical and organizational safeguards, including access controls, encryption, multi-factor authentication, separation of each Customer's data and audit logging. No system is perfectly secure. We will notify affected Customers of a security incident as required by applicable law and the Agreement.

5. Connected systems and authorizations

When the Customer connects a mailbox, application, account, endpoint, feed or other system (each, a "Connected System"), it instructs and authorizes Promo CoWork and its service providers to access, retrieve, use, create and update information in that Connected System, within the permissions granted, solely to perform the tasks of the agents the Customer enables. The Customer is responsible for selecting Connected Systems, configuring permissions and autonomy, obtaining all required rights, notices and consents, and determining that the Service is appropriate for its intended use. The following applies to each Connected System:

- The Customer has all rights, licenses, permissions and lawful bases needed to connect each Connected System and to let us process the data in it, including information about its employees, contractors, vendors and customers.
- The Customer's agreements with the providers of its Connected Systems, such as its email, order management, accounting and supplier-system providers, allow Promo CoWork and its service providers to access and use those systems on the Customer's behalf, and the Customer will comply with those agreements.
- Before connecting any mailbox or system used by an employee or other individual, the Customer has provided all legally required notices concerning monitoring and automated processing and has obtained all legally required consents, including any required workplace, labor or communications consent.
- The Customer will use dedicated service credentials where reasonably available, grant each agent only the minimum permissions needed for its enabled tasks, review and revoke permissions when no longer needed, and not send credentials by email or share personal logins with us. Credentials must be entered only through the secure method we provide.
- Connected Systems are governed by their providers' terms and are not controlled by Promo Consulting. Their providers may suspend access or change their APIs, permissions, functionality, security requirements or availability independently of us, which may impair or prevent affected agents from operating. Promo Consulting is not responsible for a Connected System or for the Customer's relationship with its provider.

- The Customer can disconnect a Connected System or revoke its authorization at any time. Disconnecting stops future access, but may prevent affected agents from operating. Deletion of information already processed follows our Privacy Policy and any applicable data processing addendum, subject to required audit records and backup cycles.

6. Agents, approvals and the Customer's responsibilities

The Customer chooses which agents run and configures each agent's authorized tasks, autonomy level, rules, tolerances, approvers, templates and schedules. An agent may plan or prepare work for approval, or act within settings the Customer has authorized. Exceptions, actions outside configured tolerances and any action designated as requiring approval must be routed to a person authorized by the Customer. Silence or failure to respond is not approval. When enabled and within the settings the Customer has authorized, email agents will move email from a user's inbox to a folder within that same user's mailbox based on the user's configured preferences. Agents never delete email, move email between mailboxes, move money out of a bank account, approve their own actions or change their own permissions. A Customer administrator or Promo Consulting can pause any agent at any time. The Customer must promptly review approvals, exceptions and alerts and maintain appropriate human oversight for its use case.

The Customer is responsible for:

- reviewing agent output, approvals, exceptions and alerts with personnel qualified for the task; correcting or reversing erroneous entries where appropriate; and remaining responsible for the business decisions it makes and actions it authorizes based on agent output;
- all Customer-provided or Customer-approved templates, instructions, schedules, recipients and content used for invoices, statements, collection reminders and other communications sent on the Customer's behalf through its Connected Systems, and ensuring those communications and the Customer's underlying claims comply with applicable collection, anti-spam, telemarketing, privacy, consumer-protection and other laws;
- maintaining its mailboxes, order management systems, accounting systems and other Connected Systems as its authoritative systems of record; retaining records required by law; reconciling entries; and maintaining backups appropriate to its business.

No high-impact decisions about people. The Customer may not use the Service or its output to make or materially support decisions about an individual's employment or worker management, credit or lending, insurance, housing, education, health care, legal services, access to essential services, or any similar eligibility, selection, pricing or adverse decision. The Service is not designed or authorized for those purposes.

AI limitations. Agents use probabilistic artificial intelligence and can misread documents, misunderstand context, mismatch records, omit information or produce inaccurate, incomplete or outdated output. Similar inputs may produce different results. Validations, tolerances, human approvals and audit logs reduce but do not eliminate these risks. Customer must independently review output appropriate to the nature and consequences of the task and must not treat output as a substitute for its own judgment, controls or records. We do not guarantee that any output or action will be accurate, complete, unique or fit for a particular purpose.

Not professional advice. In providing the Service, Promo Consulting does not provide legal, tax, accounting, audit, investment, financial, insurance or other regulated professional advice, and the Service and its output are not a substitute for advice from a qualified professional. The Customer is responsible for determining when professional review is required and for obtaining independent advice appropriate to its circumstances.

7. Customer data

As between the parties, the Customer retains all right, title and interest in data, content and instructions that it or its users submit to, store in, transmit through or permit the Service to access from a Connected System, including agent inputs and Customer-specific outputs derived from them ("Customer Data"). The Customer grants Promo Consulting and its service providers a non-exclusive, worldwide, limited-term right to host,

access, reproduce, transmit, modify and otherwise process Customer Data only as necessary to provide, secure, support and maintain the Service, carry out the Customer's instructions, enforce the Agreement, prevent or address fraud, abuse or security issues, and comply with law. The Customer represents that it has authority to grant those rights. Customer Data may include bank or payment account details that appear temporarily in remittance advice or vendor invoices. We use those details only to identify and post the related payment or process the related vendor bill, do not retain payment card numbers or bank account numbers as separate account credentials or structured fields, and do not use financial details for any other purpose. Source documents containing those details are retained only as long as needed for the task and as otherwise described in our Privacy Policy. Promo CoWork is hosted in the United States. The Customer, including a Customer located in Canada, authorizes the transfer to, storage of and processing of Customer Data in the United States and other locations identified on our Service Providers page, subject to applicable law, the Agreement and our Privacy Policy.

Service providers. We may use service providers, including cloud hosting, security and AI model providers, to operate the Service. They may process Customer Data only to perform services for us under written terms that restrict use and require appropriate protection. AI model providers are contractually prohibited from using Customer Data to train or improve their models, and we use zero-data-retention settings where the provider offers them. Our current service providers, their functions and their processing locations are listed at https://promoconsulting.com/serviceproviders. The Customer authorizes those providers and any replacements or additions disclosed on that page, subject to any notice or objection rights in an applicable data processing addendum.

Deidentified process information. We may derive and use process information about how tasks, workflows and issues are handled to operate, secure and improve the Service and shared best-practice rules, but only after it has been aggregated, anonymized or deidentified so that it does not identify any Customer or user, contain user data content, personal information or email contents, include Google user data, disclose a Customer's confidential business data to another Customer, or permit Promo Consulting to attempt to reidentify it. Deidentified process information is not Customer Data, but this paragraph does not permit use of Customer Data to train an AI or machine-learning model.

8. Our property

Promo Consulting and its licensors retain all right, title and interest in and to the Service, including its software, agents, workflows, prompts, models, methods, best-practice knowledge base, documentation, interfaces, improvements and branding, together with all related intellectual property rights (collectively, "Service Technology"). Except for the limited right expressly granted below, no right is granted by implication, estoppel or otherwise. Subject to the Agreement and payment of all fees, Promo Consulting grants the Customer a limited, non-exclusive, non-sublicensable and non-transferable right during the applicable subscription term for its authorized users to access and use the Service solely for the Customer's internal business purposes. If the Customer provides ideas, suggestions or feedback, it grants Promo Consulting a perpetual, irrevocable, worldwide, royalty-free right to use and incorporate that feedback without restriction or obligation, provided Promo Consulting does not identify the Customer as its source without permission.

9. Acceptable use

The Customer and its users may not, and may not permit anyone else to: use the Service unlawfully, fraudulently or to send spam, deceptive, harassing or unlawful messages; submit malware or content that infringes or misappropriates rights; connect accounts, systems or data they are not authorized to use; access or attempt to access another Customer's data or any nonpublic portion of the Service; probe, scan, overload, disrupt or bypass security, rate limits or access controls; introduce malicious code; scrape or harvest data; reverse engineer, decompile or disassemble the Service except to the limited extent law prohibits this restriction; extract models, prompts or system instructions; benchmark or publish performance results without our prior written consent; use the Service or output to develop, train or improve a competing product or model; resell, sublicense or provide the Service to a third party; or use the Service in a way that violates the terms of

Google, Microsoft or another Connected System. Promo Consulting may investigate suspected violations and preserve or disclose information as reasonably necessary to enforce the Agreement or comply with law.

10. Fees

Fees, usage limits, billing frequency, subscription term, renewal and cancellation terms are stated in the applicable order form or other written agreement. Except as expressly stated there, fees are non-cancelable and non-refundable, and quantities purchased cannot be reduced during a committed term. The Customer must provide complete and accurate billing information and promptly update it.

- Unless the applicable order form states otherwise, Promo Consulting invoices the Customer at the beginning of each calendar month for that month's fees in advance. Payment is due on receipt of the invoice by ACH or another method we approve. All fees and payments are in U.S. dollars, and the Customer may not set off or deduct amounts except as required by law. A good-faith invoice dispute must be submitted in writing before the due date with reasonable detail, and the Customer must timely pay all undisputed amounts.
- Fee changes apply no earlier than the Customer's next renewal term, except that fees for a month-to-month subscription may change on at least 30 days' advance written notice to the Customer's administrator. Fees exclude sales, use, value-added, goods and services, withholding and similar taxes, and the Customer is responsible for taxes arising from its purchases other than taxes based on Promo Consulting's net income. If law requires withholding, the Customer will pay any additional amount necessary so Promo Consulting receives the amount invoiced, except where prohibited by law. Overdue undisputed amounts may accrue interest at the lesser of 1.5% per month or the maximum lawful rate. After written notice and a reasonable opportunity to cure, we may suspend the Service for overdue undisputed amounts without waiving other remedies.

11. Confidentiality

"Confidential Information" means non-public information disclosed by or on behalf of a party (the "Disclosing Party") to the other party (the "Receiving Party") that is marked confidential or reasonably should be understood as confidential given its nature and the circumstances of disclosure. Customer Data is the Customer's Confidential Information, and the Service, Service Technology, security information and non-public pricing are Promo Consulting's Confidential Information. The Receiving Party will use at least reasonable care to protect Confidential Information, use it only to exercise rights and perform obligations under the Agreement, and disclose it only to its personnel, affiliates, professional advisers and service providers who need to know it and are bound by confidentiality obligations at least as protective as this section. These duties do not apply to information the Receiving Party can document was lawfully known without restriction, becomes public through no breach, is received lawfully from a third party without confidentiality duty, or is independently developed without use of the Confidential Information. If disclosure is required by law, the Receiving Party may disclose only the required portion and, where legally permitted, will give prompt notice and reasonable assistance at the Disclosing Party's expense. Unauthorized use or disclosure may cause irreparable harm for which monetary damages are inadequate, so the Disclosing Party may seek equitable relief in addition to other remedies.

12. Suspension, termination and offboarding

Promo Consulting may suspend all or part of the Service if reasonably necessary to address a security risk, protect the Service or third parties, prevent unlawful or prohibited use, comply with law or a government request, respond to the Customer's material breach, or address overdue undisputed fees. Where practicable, we will give advance notice and an opportunity to cure, limit the suspension to the affected access or functionality, and restore access after the basis for suspension is resolved. Either party may terminate as stated in the applicable order form or other written agreement. If no termination right is stated there, either party may terminate for the other party's uncured material breach after 30 days' written notice, or immediately

if the breach is not capable of cure, the other party ceases business or becomes subject to an insolvency proceeding not dismissed within 60 days. A month-to-month subscription may be canceled on 30 days' written notice, effective at the end of the then-current monthly period. On expiration or termination, the Customer's right to use the Service ends, we turn off its agents and revoke connections, and all accrued payment obligations become due. On request made before termination or within 30 days afterward, we will provide a standard export of Customer Data then available in the Service. We delete content, indexes and caches as described in our Privacy Policy. Audit logs and agent action history are retained for the periods stated there and then deleted, and backup copies are deleted as the backups expire. Additional transition assistance, if available, requires mutual written agreement and may be subject to fees.

13. Disclaimers

Each party represents that it has full power and authority to enter into the Agreement and perform its obligations. The Customer further represents and warrants that its Customer Data, instructions, Connected Systems and use of the Service comply with the Agreement and applicable law and do not infringe or misappropriate third-party rights. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE SERVICE, BETA FEATURES, OUTPUT AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROMO CONSULTING AND ITS LICENSORS DISCLAIM ALL EXPRESS, IMPLIED, STATUTORY AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RESULTS, QUIET ENJOYMENT AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT AI OUTPUT OR ACTIONS WILL BE ACCURATE, COMPLETE OR SUITABLE FOR THE CUSTOMER'S PURPOSES. THE CUSTOMER IS RESPONSIBLE FOR EVALUATING OUTPUT AND MAINTAINING APPROPRIATE CONTROLS, RECORDS AND BACKUPS.

14. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS AFFILIATES OR LICENSORS WILL BE LIABLE ARISING OUT OF OR RELATING TO THE AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY OR DATA, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. This exclusion does not apply to the Customer's payment obligations, amounts payable to a third party under section 15 (Indemnification), either party's breach of section 11 (Confidentiality), fraud, gross negligence or willful misconduct, or liability that cannot be excluded by law. EXCEPT FOR THE CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT, ACROSS ALL CLAIMS AND THEORIES OF LIABILITY AND INCLUDING LIABILITY FOR SECURITY INCIDENTS, CONFIDENTIALITY BREACHES AND INDEMNIFICATION, WILL NOT EXCEED THE FEES THE CUSTOMER PAID PROMO CONSULTING UNDER THE AGREEMENT DURING THE 12 MONTHS IMMEDIATELY BEFORE THE FIRST EVENT GIVING RISE TO LIABILITY. The existence of multiple claims does not enlarge this cap. This cap does not limit liability to the extent it cannot lawfully be limited. The parties agree that these limitations are an essential basis of the bargain and apply even if a limited remedy fails of its essential purpose.

For clarity, losses arising from a security incident affecting Promo Consulting's systems, including a data breach, cyberattack, ransomware event or impersonation fraud, are subject to the aggregate cap above, and no separate or higher cap applies. The existence, availability or amount of either party's insurance does not increase or otherwise affect that cap. The Customer will maintain administrative, technical and organizational safeguards appropriate to its systems, accounts and business, including for credentials and access it provides to the Service.

15. Indemnification

The Customer will defend Promo Consulting, its affiliates and their personnel against any third-party claim to the extent arising from (a) a Connected System or Customer Data the Customer connected, submitted or provided without the rights, notices, consents or lawful basis required to do so, or (b) invoices, statements, collection reminders or other communications created or sent at the Customer's direction using Customer-provided or Customer-approved templates, recipients, instructions or content through the Customer's Connected Systems, including a claim that such a communication or the Customer's underlying collection activity violates applicable collection, anti-spam, telemarketing, consumer-protection or privacy law. The Customer will indemnify Promo Consulting for damages finally awarded against it, amounts included in a settlement approved under this section, and reasonable external legal fees and costs arising from the claim.

Promo Consulting will defend the Customer against any third-party claim that the Service, as provided by Promo Consulting and used by the Customer in accordance with the Agreement, infringes a United States patent, copyright or trademark or misappropriates a trade secret. Promo Consulting will indemnify the Customer for damages finally awarded against it, amounts included in a settlement approved under this section, and reasonable external legal fees and costs arising from the claim. This obligation does not apply to a claim caused by Customer Data, templates, instructions or Connected Systems; a modification not made by Promo Consulting; a combination with items not supplied or authorized by Promo Consulting where the claim would not otherwise have arisen; compliance with the Customer's design or instruction; continued use after Promo Consulting gives notice to stop; or use in breach of the Agreement. If such a claim is made or reasonably likely, Promo Consulting may obtain the right for the Customer to continue using the affected Service, modify or replace it with a materially equivalent non-infringing service, or, if neither option is commercially reasonable, terminate the affected Service and refund any prepaid fees allocable to the terminated period. This paragraph states the Customer's exclusive remedy and Promo Consulting's entire liability for a third-party intellectual property infringement or misappropriation claim.

The party seeking indemnification (the "Indemnified Party") must give the other party (the "Indemnifying Party") prompt written notice of the claim. A delay in notice relieves the Indemnifying Party of its obligations only to the extent the delay materially prejudices the defense. The Indemnifying Party will have sole control of the defense and settlement with counsel reasonably acceptable to the Indemnified Party. The Indemnified Party may participate with counsel at its own expense, will provide reasonable information, authority and cooperation at the Indemnifying Party's expense, and will take reasonable steps to mitigate covered losses. The Indemnifying Party may not settle a claim without the Indemnified Party's prior written consent if the settlement admits fault or liability by the Indemnified Party, imposes any non-monetary obligation on it or any monetary obligation not fully paid by the Indemnifying Party, or does not provide it a full and unconditional release. Consent may not be unreasonably withheld, conditioned or delayed.

16. Governing law and disputes

The Agreement and any dispute arising out of or relating to it or the Service are governed by the laws of the State of Colorado, without regard to conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. Before filing a legal action, the party raising a dispute must give the other party written notice describing the dispute and requested relief, and senior representatives with settlement authority will confer in good faith for at least 30 days. This requirement does not prevent either party from seeking temporary or preliminary equitable relief, enforcing confidentiality or intellectual property rights, or filing when necessary to avoid expiration of a limitations period. A dispute not resolved through that process must be brought exclusively in the state courts located in Summit County, Colorado or, if federal subject-matter jurisdiction exists, in the United States District Court for the District of Colorado. Each party irrevocably consents to the personal jurisdiction and venue of those courts and waives objections based on inconvenient forum. Each party may bring claims against the other only in its individual capacity and not as a plaintiff or class member in any class, collective, consolidated or representative action. To the extent permitted by law, any claim arising out of or relating to the Agreement or the Service must be brought within one year after the claim accrues, or it is permanently barred. This one-year period does not shorten a limitation period that applicable law prohibits the parties from shortening.

Waiver of jury trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICE.

Attorneys' fees. In any action or proceeding arising out of or relating to the Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs, including fees and costs on appeal and to collect or enforce a judgment, in addition to any other relief awarded.

17. Changes and contact

We may update these Terms from time to time. We will post the revised Terms with an updated date and notify Customer administrators by email of a material change at least 30 days before it takes effect. Changes apply prospectively on the stated effective date and do not modify a signed order form or other written agreement unless that document permits the change. Continued use of the Service after the effective date constitutes acceptance of the revised Terms. Any other amendment must be in writing and signed by authorized representatives of both parties. Questions may be sent to engage@promoconsulting.com.

18. General

- **Entire agreement.** The Agreement is the entire agreement between the parties concerning its subject matter and supersedes prior or contemporaneous proposals, discussions, representations and agreements concerning that subject matter. Each party acknowledges that it has not relied on any statement not expressly included in the Agreement. Purchase orders and vendor portals are for administrative convenience only, and any additional or inconsistent terms in them are void unless expressly accepted in a writing signed by both parties.
- **Assignment.** Neither party may assign or transfer the Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign it without consent to an affiliate or in connection with a merger, reorganization, acquisition or sale of all or substantially all of the business or assets to which the Agreement relates, provided the assignee assumes the assigning party's obligations and is not the other party's direct competitor. Any prohibited assignment is void. The Agreement binds and benefits the parties and their permitted successors and assigns.
- **Notices.** Legal notices must be in writing. Notices to Promo Consulting must be sent to the postal and email addresses in section 2, with email notices copied by nationally recognized overnight courier. Notices to the Customer must be sent to its administrator's email address on file and, if available, its address in the applicable order form. A notice is effective on personal delivery, one business day after deposit with an overnight courier, or on confirmed email transmission without a delivery failure message. Routine operational notices may be provided in the Service or by email.
- **Force majeure.** Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, fire, flood, epidemic, labor dispute, war, terrorism, civil unrest, government action, utility or telecommunications failure, internet disruption, cyberattack not caused by its breach, or outage or change of a third-party service or Connected System. The affected party will use commercially reasonable efforts to mitigate the effect and resume performance. This paragraph does not excuse payment obligations for amounts already due.
- **Severability and waiver.** If a provision of the Agreement is held invalid or unenforceable, it will be enforced to the maximum extent permitted and modified only as necessary to make it enforceable, and the remaining provisions will remain in effect. A waiver must be in writing and signed by the waiving party. Failure or delay to exercise a right is not a waiver, and a waiver on one occasion is not a waiver on another.
- **Relationship.** The parties are independent contractors. The Agreement does not create a partnership, joint venture, franchise, fiduciary, agency or employment relationship. Neither party may bind the other or

incur an obligation on the other's behalf, except that the Service may act in Connected Systems within the authority the Customer expressly configures under the Agreement.

- **No third-party beneficiaries.** The Agreement benefits only the parties and their permitted successors and assigns. No other person has any right or remedy under it.
- **Interpretation.** "Including" means "including without limitation." Headings are for convenience only. Singular terms include the plural and vice versa as context requires. References to a law include amendments and successor provisions. The parties intend the Agreement to be interpreted fairly, without a presumption against the drafter.
- **Electronic acceptance and counterparts.** The Agreement may be accepted electronically and signed in counterparts. Electronic acceptances, signatures and copies have the same effect as originals, and each counterpart is deemed part of one instrument.
- **Survival.** Provisions that by their nature should survive expiration or termination will survive, including accrued payment obligations and sections 7 (Customer data), 8 (Our property), 11 (Confidentiality), 12 (Suspension, termination and offboarding), 13 (Disclaimers), 14 (Limitation of liability), 15 (Indemnification), 16 (Governing law and disputes) and 18 (General).